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ISSUANCE DATE: March 6, 2001

CLOSING DATE: April 6, 2001

Subject: Request for Proposal No. 160-01-13, Croatia  
Privatization Program.

Dear Prospective Offeror:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from U.S. firms or organizations interested in providing the services described in the attached solicitation. USAID/Croatia hopes to see the widest possible participation in this solicitation.

Submittal shall be in accordance with the attached information at the place and time specified. Please note, that the Department of State address for US mail is via diplomatic pouch and may take up to three weeks for delivery to the RSC/RCO in Budapest, Hungary. Offerors should plan accordingly. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch.

Any questions may be directed to the Regional Contracting Specialist, Mr. Ashraf E. Soos, RSC/RCO/Budapest, who may be reached by phone at (36-1) 475-4698, fax at (36-1) 269-5893, or by e-mail at "asoos@usaid.gov."

Offerors should retain for their records copies of all enclosures which accompany their proposals.

Sincerely,

ORIGINAL SIGNED BY  
Andrew D. Holland  
Regional Contracting Officer

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</b>		<b>RATING</b>	<b>PAGE OF</b> 1   76 PAGES		
<b>2. CONTRACT NUMBER</b>		<b>3. SOLICITATION NUMBER</b> 160-01-13	<b>4. TYPE OF SOLICITATION</b> <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		<b>5. DATE ISSUED</b> March 6, 2001		
<b>6. REQUISITION/PURCHASE NUMBER</b>							
<b>7. ISSUED BY</b> USAID/RSC/RCO Budapest Department of State/USAID 5270 Budapest Place Washington, DC 20521-5270			<b>8. ADDRESS OFFER TO (If other than Item 7)</b> 1054 Budapest, Szabadsag ter 7-8, 4th floor Bank Center Building, Granit Tower Hungary - 1054 Attn: Mr. Ashraf E. Soos				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Szabadsag ter 7-8, 4th floor, 1054 Budapest, Hungary</u> until <u>5 PM</u> local time <u>April 6, 2001</u> . (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
<b>10. FOR INFORMATION CALL: --&gt;</b>		<b>A. NAME</b> Mr. Ashraf E. Soos		<b>B. TELEPHONE (Include area code) (NO COLLECT CALLS)</b> 361-475-4698			
		<b>C. EMAIL ADDRESS:</b> asoos@usaid.gov					
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>        </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
<b>13. DISCOUNT FOR PROMPT PAYMENT</b> (See Section I Clause No. 52.232-8) ->		<b>10 CALENDAR DAYS</b> %	<b>20 CALENDAR DAYS</b> %	<b>30 CALENDAR DAYS</b> %	<b>CALENDAR DAYS</b> %		
<b>14. ACKNOWLEDGMENT OF AMENDMENTS</b> (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:)		<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>		
<b>15A. NAME AND ADDRESS OF OFFEROR</b>		<b>CODE</b>	<b>FACILITY</b>	<b>16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> (Type or print)			
<b>15B. TELEPHONE NO. (Include area code)</b>		<b>15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.</b> <input type="checkbox"/>		<b>17. SIGNATURE</b>	<b>18. OFFER DATE</b>		
<b>AWARD (To be completed by Government)</b>							
<b>19. ACCEPTED AS TO ITEMS NUMBERED</b>		<b>20. AMOUNT</b>		<b>21. ACCOUNTING AND APPROPRIATION</b>			
<b>22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 USC 2304(c)( ) <input type="checkbox"/> 41 USC 253(c)( )		<b>23. SUBMIT INVOICES TO ADDRESS SHOWN IN ( )</b> (copies unless otherwise specified)-> <b>ITEM</b>					
<b>24. ADMINISTERED BY (if other than Item 7)</b>		<b>CODE</b>	<b>25. PAYMENT WILL BE MADE BY</b> <b>CODE</b>				
<b>26. NAME OF CONTRACTING OFFICER (type or print)</b>		<b>27. UNITED STATES OF AMERICA</b> (Signature of Contracting Officer)		<b>28. AWARD DATE</b>			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PURPOSE

The purpose of this contract is to provide technical assistance to the Government of Croatia (GOC) in privatization.

## B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

## B.3 ESTIMATED COST, BASE FEE, AWARD FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$\_\_\_\_\_. The fixed fee, if any, is \$\_\_\_\_\_. The estimated cost plus fixed fee, if any, is \$\_\_\_\_\_.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$\_\_\_\_\_. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through \_\_\_\_\_.

## B.4 LINE ITEMS (TO BE DETERMINED)

## B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
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## B.6 CEILING ON INDIRECT COST RATES (DEC 1997)

(1) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Description	Rate	Base	Period
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[TO BE DETERMINED]

(2) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

(3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

[TO BE DETERMINED]

#### B.7 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment and AIDAR 752.7003, Documentation for Payment.

[END OF SECTION B]

SECTION C - DESCRIPTION / SPECIFICATION / WORK STATEMENT

**I. Summary**

The purpose of this Privatization Activity (Activity) is to provide technical assistance to the Government of Croatia (GOC) in privatization. This Activity will include company preparation for tender sale privatization. It also includes public education to build support for these processes and an investor out-reach activity. For the first time, it will include an activity designed to break-up and transparently tender some of Croatia's largest *agrokombinats*. USAID has provided privatization support to the GOC for eleven months from May 1, 2000 through, March 31, 2001. Technical assistance for privatization in the area of transaction support and enterprise preparation began in August of 2000. This Activity will build on the assistance that has been provided to date and expand the activity into new areas.

This Activity supports USAID/Croatia's Strategic Objective 1.3: Growth of a Dynamic Competitive Private Sector; and Intermediate Results (IRs); 1.3.1: Competitive, Transparent Privatization of State Owned Enterprises; and 1.3.1.2: Legal/Regulatory Framework for Privatization Established.

This Activity will focus on three main tasks: (1) privatization<sup>1</sup> through offerings and transfers of enterprises and other valuable assets including investor out-reach and enterprise marketing to significantly enhance investor participation in the Croatian privatization process; (2) transparent restructuring, preparation and privatization of *agrokombinats*; (3) fostering broad-based public understanding and support for particular privatization actions through transaction-specific public education, and coalition-building. Large strategic assets (i.e., the electric utility, oil and gas and telecom) have been set aside by the GOC for restructuring /privatization through special processes. They are not included within the portfolio of the Croatian Privatization Fund (CPF) and not included within the scope of this activity.

**II. Background**

Over the past eleven months, USAID has provided the GOC with a range of services, beginning with administrative and management support and review of the Privatization Law for the CPF. More recently, assistance has focused on the preparation of enterprise specific documentation needed for open tenders.

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<sup>1</sup> It is assumed that sale of a controlling share block following internationally-advertised, competitive transparent tender will be the preferred method of transfer for the enterprises on which the Contractor will provide support. However, recognizing that there are other legitimate methods to transfer control over assets or shares, in this SOW, the term "privatization" is understood to include any method designed to help bring necessary new investment, know-how, and market access to the object in question. As used here, "privatization" may include any open and transparent transfer of effective control of shares or assets, including through tenders, direct sales, management contracts, or long-term leases. As agreed with the USAID Mission, the Contractor may provide transactional support to any form of privatization as understood here.

The prime counterpart is the Croatian Privatization Fund (CPF). The objectives of the CPF are to eventually divest itself of approximately 1900 companies. Divestiture will be accomplished through development of domestic markets as well as international investors who will inject new capital, technology and marketing skills. The CPF plans to accomplish this task relying on its in-house staff.

USAID assistance to Croatia began on a modest level in 1993, focusing initially on humanitarian assistance to the war-affected population. After the Government of Croatia signed the Dayton Peace Accords (December 1995) and the Basic Agreement on the Region of Eastern Slavonia, Baranja and Western Sirmium (signed in Erdut, November 1995), USAID undertook a five-year Strategy to support three Strategic Objectives: return and reintegration of war-affected populations, financial sector reform; and strengthening of political processes and civil society. Work in financial sector reform was suspended in 1997 following an assessment that showed a lack of political will for reform on the part of the Tudjman Government. Assistance activities from that time until the 2000 elections focused almost exclusively on direct assistance to local governments, political parties, labor unions, media and to non-governmental organizations, avoiding support to the central Government.

Croatia in 2001 shows signs of great economic promise, but confronts serious obstacles in its efforts to become a competitive player in global, European and regional markets. Like other transition countries, Croatia must restructure and divest a large number of publicly owned economic assets, only a minority of which are economically viable. At the same time, the country needs to create a vast number of new laws, institutions and policies in order to function effectively as a market economy, while also correcting fiscal imbalances and devolving financial authorities to local and regional levels. The new Government, in power for less than one year, is attempting to bring about serious economic reform, but is constrained by the legacies left by the previous Government. The Tudjman era was known for its centralized command of the economy, failure to check public-sector spending, lack of will to undertake basic reform or restructure or encourage private entrepreneurship, and overall distortion of economic policies for political purposes. Debt and unemployment are particularly critical problems inherited by the new Government.

Croatia should, with its educated workforce, favorable geography and orientation toward European integration, be a powerful competitive force in international markets. For various reasons, at this time it is not.

Cardinal aspects of a competitive economy include: (1) competitive markets with sound and reasonable regulatory policies in place; (2) **efficient markets in products, labor and capital;** (3) well-defined property rights, effective and clear enforcement of contractual obligations, and an efficient system for resolving disputes; (4) effective public administration based on mechanisms and processes for good governance, and **accountable open and transparent public institutions;** and (5) efficient and sustainable social and physical infrastructure, including information technology.

The elections one year ago resulted in a total change in the legislative and executive branches of the Government and a change in the Government's priorities with regard to legal system reform. The new Minister of Justice has been active in publicly discussing the problems of the judiciary and the needs for reform. He has appointed an experienced and highly respected judge as his Deputy and has given that person a major role in advancing the Government's legal reform efforts.

These recent changes reflect a strong desire on the part of the Croatians to rapidly proceed with the economic and social restructuring of the country and its integration into the community of Europe. As with other transition countries of Central and Eastern Europe (CEE), the transition and privatization process of former socially-owned companies into privately-owned companies in the Republic of Croatia represents a very important component of the overall political-economic policy of changing from a planned-socialist economic system into one based on a free market economy.

From a global economic point of view, the transition and privatization process in the CEE presents an opportunity for the free entry of foreign capital and for large multinational corporations to buy into newly founded and growing corporations

#### **A. Enterprise Privatization**

The GOC, for the last several months, has been demonstrating strong signs of political will to address difficult aspects of privatization. The first set of major privatization actions since the early 1990's are now well underway.

Due in part to the efforts of USAID, the pipeline of enterprises being actively prepared for offering is larger now than at any time since USAID support for Croatian privatization began. A high level GOC working group has prepared a list of 400 enterprises for privatization by tender, including some of the major enterprises in Croatia. Consensus appears to be building to privatize some important assets in an open and transparent way that in the past, the GOC would have parted with in a more non-transparent fashion.

Generally, the capability of the CPF to operate effectively has improved substantially over the past several months with USAID assistance. The Nominal value of the Government's portfolio will be reduced from over 24 Billion Kuna to less than 14 Billion Kuna by February 2001. Just as important, the daily operating losses from government ownership interests in State Owned Enterprises will fall from 7 Million Kuna to 5 Million Kuna.

The Croatian Parliament narrowly defeated amendments to the privatization law that would have significantly streamlined the privatization process in July of 2000. The law has been redrafted and is expected to pass before an interim Ministerial Decree expires in June of 2001. The interim Decree allows the CPF to continue to move the privatization process forward, albeit with many inefficient processes; among them the requirement that all enterprises be offered first at nominal book value, then at nominal minus a fixed percent, and finally through a 'Dutch Auction'. Organizationally, the CPF lacks forward strategic thinking and the ability to create or disseminate a



strategic vision to its staff, the government and more importantly, the public. The CPF has successfully managed the relatively small number of tender preparations that have been carried out over the last several months but is certainly operating at its limit. During the next eighteen months over 300 enterprises will have to be prepared and analyzed for tender. The CPF, with its inability to dismiss ineffective staff or hire additional resources because of rigid Civil Service laws, will not be able to cope with the increased strain on current resources as demands to privatize an increasing number of assets builds. The CPF's internal database of information about enterprises and assets is inadequate to properly monitor assets in the CPF's portfolio. The documentation necessary for preparation of successful tenders of enterprises requires specific and detailed information. The CPF has not been able to update their information system or prepare for the new inflow of companies being readied for entering the tender process. Additionally, support of privatization efforts necessitates market research, building and maintaining a database of potential investors, and assisting in investor outreach.

Although there has been significant movement over the past six months towards offering larger assets, it remains difficult for the GOC to reach consensus on offering valuable objects in a way that might optimize results. The GOC must overcome past practices, whereby many of the better remaining assets were held back to be managed or sold for the benefit of insiders. The political will to overcome this resistance needs strengthening. The large pipeline is encouraging, but it will clearly take a great deal of effort to move the enterprises in it toward effective transfer, and the limits of the GOC's political will may be tested.

## **B. Restructuring and Privatization of *Agrokombinats***

Agricultural production in Croatia has declined annually since the declaration of independence from the former Republic of Yugoslavia. While the war of 1991-1995 most certainly had a negative impact on production (livestock herds destroyed; arable land still unusable due to land mines), macro-economic and systemic obstacles inhibit a turnaround in this trend.

Farmers worldwide have been suffering from low agricultural prices in recent years. There is no indication that this will be reversed in the near future. Only the most efficient producers make a profit at current price levels. Agricultural production in Croatia is not efficient, although the natural resources, including human capital, are very favorable. The largest and most fertile arable lands still remain in state hands.

The agricultural sector of the Republic of Croatia is characterized by two parallel production systems: private family farms and large ex-social sector enterprises (*agrokombinats*), that often combine production, processing and trade activities.

Unlike farmers in most other former-communist, central European countries, farmers in Croatia were able to retain private ownership of land. Therefore, private farms constitute the core of the agricultural sector of the Republic of Croatia, since they include 80% of arable

land and livestock inventories, 90% of tractors and 90% of the total workforce in agriculture. Generally, the production on private farms is characterized by lower yields associated with significantly lower use of agricultural inputs compared to formerly state-owned farms, as well as lack of modern management practices and equipment. This situation is exacerbated by one of the biggest structural problems of agricultural production in Croatia, that of the small average farm size of only three hectares. One of the solutions foreseen by the Croatian government and agricultural economists to remedy this situation is the sale of state-owned agricultural land. However, out of the state-owned land (1,193,000 ha in 1991), till now only about 10% has been sold or leased to farmers.

The previous socialist economic system gave preference to the 'self-management' of socially owned agricultural enterprises (*agrokombinats*). Before privatization was initiated in Croatia there were about 400 socially-owned agricultural enterprises. Of this total, about 150 were *agrokombinats*, many of which were huge conglomerates involved in a wide range of production and processing operations. However, very few of these enterprises were really profitable. The main problems *agrokombinats* faced relate to their low profitability, excess capacity, over employment, old debts and difficulties in adapting to market conditions. In the privatization process implemented by the CPF these *agrokombinats* have been converted into joint stock companies. However, the largest *agrokombinats* mostly in eastern Croatia (Slavonia and Baranya) are still majority state-owned and only with new management policies, organizational structure and investments, can they become viable and profitable businesses.

The focus of this activity will be to assist the GOC with privatization of the largest remaining *agrokombinats*, which will involve rationalization of their size and assets into saleable business units, and the privatization of state owned farm land through sale, donation, concession or lease.

The principle counterpart for this portion of the Activity will be the Ministry of Agriculture, with special attention to the Department of Food Processing and Department of Agriculture and Food Industry, but extensive interaction and coordination with the CPF will also be required.

### **C. Public Education and Coalition-Building**

Opinion surveys have shown that, for a variety of reasons including past abuses, a large portion of the Croatian population is negatively inclined toward privatization in general; thus, it is vital that the reform processes underway be made open to public scrutiny and debate. Public education must be designed to counteract the prevailing cynicism about poor past performance in privatization. Newsworthy economic reform events must be presented to the public through accurate, competent reporting. This Activity will implement a comprehensive public education campaign aimed at providing information designed to achieve a positive shift in public sentiment toward privatization.

Comprehensive work with local non-governmental organizations and business and professional groups is also needed. With proper training and access to information, over time, these groups can begin to lead public opinion in favor of deeper reforms.

### **III. Objectives**

The overall goal of this Activity is to assist the GOC in privatizing strategic assets, either through direct privatization efforts or through large company break-up and privatization. Privatization activities will be supported by improved public support for privatization through public education and coalition building. While continuing to support reforms already undertaken and to build on progress to date, this Activity envisions directed, targeted assistance to the GOC.

Training is an integral part of this Activity and must comply with the guidelines in Chapter 253 of USAID's Automated Directives System.

### **IV. Tasks/Contractor Requirements**

#### **Task One: Enterprise Privatization**

The objective is privatization of state-owned assets. This Task supports a 'sunset' organization that by design should be going out of business within 18 to 24 months. The contractor shall contribute to achievement of this objective by:

- Evaluating the needs for additional enterprise information in order to effectively prepare enterprises for privatization and the CPF's current ability to meet those needs; prepare recommendations for any additional resources that may be required keeping in mind that the CPF will terminate its activities with the completion of the privatization process, and implement the most effective and efficient improvements necessary to effectively meet the objectives of this activity.

- Assisting the GOC with recommendations as to which enterprises should be prioritized (from the list of 400 enterprises) for tender privatization;

- Assisting with the preparation and offering for sale by tender of at least two hundred state-owned assets;

- Conducting site visits to potential enterprises to be privatized, reviewing material documents and reporting on findings, and providing advice and recommendations on the various alternate forms of privatization;

- Assisting the GOC to identify potential investors and provide them with all necessary information regarding tenders of assets;

- Providing assistance and advice at all stages of the privatization and tendering process, including assistance drafting necessary GOC decrees and tender instructions, assistance with preparing a prospectus and tender advertisements, advising the GOC on the merits of bids

received, and assisting in negotiating the terms of the final transaction; ongoing review of the legal framework for privatization with comments to draft laws and drafting of recommended laws when needed; and

--Contacting potential investors by conducting research into information distribution channels, maintaining and expanding the CPF Web site, undertaking broader Internet marketing efforts, and utilizing printed periodicals to transmit privatization information to target audiences (potential investors, consultants, and other interested groups).

Assistance with the preparation of enterprises for privatization is to be provided in such a way as to make potentially interesting enterprises and objects as attractive as possible for potential investors with minimal expenditure. Enterprise preparation does not mean resuscitating enterprises while they remain in State ownership. No investment should be required for preparation, other than consultancy, auditing, surveying, legal, and similar services. Preparation can, as needed, include the carving up of enterprises into saleable pieces, market-based property and asset appraisals, help in identifying and resolving "deal point" problems prior to sale (e.g., legal issues, land use and ownership questions, employee claims, debt claims, and so on), and providing general advice to ensure that the pipeline is being managed properly.

#### **Task Two: Restructuring and Privatization of *Agrokombinats***

The overall objective of this task is privatization of the largest remaining *agrokombinats*, which will involve rationalization of their size and assets into saleable business units, and the privatization of state owned farm land through sale, donation, concession or lease. This Task, with positive results and counterpart cooperation will extend through the life of this Activity. The contractor will contribute to the achievement of this objective by:

--Reviewing the legal framework and social issues that have stymied the privatization of the *agrokombinats* and farm land, and providing possible legislative recommendations to allow these privatizations to move forward;

--Providing ongoing review of the legal framework for privatization with comments to draft laws and drafting of recommended laws when needed;

--Providing the GOC with recommendations as to which *agrokombinats* should be prioritized (from the eight largest) for breakup and tender privatization;

--Conducting site visits, reviewing material documents and reporting on findings, and providing advice and recommendations on the various alternate forms of privatization;

--Assisting the GOC to identify potential investors and provide them with all necessary information regarding tenders of assets;

--Assisting with the preparation and offering for sale by tender of at least two strategic *agrokombinats*; providing assistance and advice at all stages of the tendering and privatization process. This includes assistance drafting necessary GOC decrees and tender instructions, assistance with preparing a prospectus and tender advertisements, advising the GOC on the merits of bids received, and assisting in negotiating the terms of the final transaction.

--Contacting potential investors by conducting research into information distribution channels, maintaining and expanding the CPF Web site, undertaking broader Internet marketing efforts, and utilizing printed periodicals to transmit privatization information to target audiences (potential investors, consultants, and other interested groups).

Assistance with the preparation of *agrokombinats* and farm land for privatization is to be provided in such a way as to make potentially the assets as attractive as possible for potential investors with minimal expenditure. Preparation does not mean resuscitating enterprises while they remain in State ownership. No investment should be required for preparation, other than consultancy, auditing, surveying, legal, and similar services. Preparation can, as needed, include the carving up of *agrokombinats* into saleable pieces, market-based property and asset appraisals, help in identifying and resolving "deal point" problems prior to sale (e.g., legal issues, land use and ownership questions, employee claims, debt claims, and so on), and providing general advice to ensure that the pipeline is being managed properly.

### **Task Three: Public Education and Coalition-Building**

The objective is improved public understanding of and support for restructuring and privatization. This Task supports the objectives of Tasks 1 and 2 above. The contractor shall contribute to achievement of this objective by:

--Assisting with the provision of accurate, objective, and positive information on specific privatization transactions to the public through television and radio broadcasts, newspapers, and other printed material designed to improve the public perception of the reforms. Coordination with other USAID funded activities, specifically with the International Republican Institute (IRI) communications training activity for government officials will be necessary;

--Launching a comprehensive coalition-building/advocacy campaign to inform active and influential public figures about the need for privatization and the steps being taken to meet that need, and to assist them in developing the capacity to effectively lobby for privatization efforts;

--Meeting and engaging with specific interest groups, such as media representatives, business and professional associations, regarding privatization issues; and

--Providing public education in regions particularly affected by privatization procedures through the presentation of targeted information, roundtable discussions, and other methods.

## **VI. Tangible Results/Benchmarks**

The following are the expected tangible results/benchmarks of this Activity (within the manageable interests of USAID):

### **Task One: Enterprise Privatization**

1. Within 30 days after the start of this activity the contractor shall complete an assessment or a review of internal assessments that may have been completed by or for the CPF of the CPF's electronic information needs such that the CPF can efficiently and effectively meet their enterprise preparation needs;
2. Within 45 days after the start of this activity the contractor shall complete a report recommending any necessary information system enhancements and upgrades that may be required for the CPF to efficiently and effectively prepare enterprises for privatization; this report shall include a detailed implementation schedule, procurement plan and targeted completion date of any recommended enhancements;
3. Within 45 days after the start of this activity, the contractor shall identify any remaining constraints, legal, process, or structural to privatization and recommendations thereto within the next 30 days;
4. No later than 60 days after the Activity begins, deliver a comprehensive report, on the options for privatization of the 600 remaining State Owned Enterprises. The report shall include the recommended method of privatization and a quarter by quarter implementation schedule for privatization;
5. Within 90 days, prepare a comprehensive report and implementation plan for how the contractor will conduct an investor outreach program designed to attract widespread domestic and international participation in the privatization process with improved transparency and increased value received for government assets;
6. The contractor will assist with at least two-hundred enterprises (valuable state assets) being offered and transferred to foreign or domestic investors (including management transfers);

### **Task Two: Restructuring and Privatization of Agrokombinats**

1. No later than 90 days after the Activity begins, the Contractor shall prepare a comprehensive report, with recommendations for restructuring and privatization activities for the selected *Agrokombinats* and large enterprises; including an implementation and completion schedule for the restructuring and disposition of assets.
2. Within 90 days, prepare a comprehensive report and implementation plan for how the contractor will conduct an investor outreach program designed to attract widespread domestic and international participation in the privatization process with improved transparency and increased value received for government assets. (This is a supplement to the report prepared for enterprise privatization in the prior section);
3. Selected enterprises are restructured, if feasible, as determined on the basis of Contractor's report; at a minimum, two of the largest *agrokombinats* will be broken up and privatized in a demonstration pilot;

**Task Three: Public Education and Coalition-Building**

1. Within 60 days the contractor will update the Training Plan submitted with the proposal and include detailed plans for a baseline analysis of the current performance of counterpart public relations organizations and the contractors plan for improving their performance;
2. A core group of reform-oriented activists capable of influencing Croatian public opinion is created.

The Contractor understands and agrees that achievement of tangible results is the essence of this Activity. USAID will judge the Contractor's success (or the lack thereof) on the basis of whether or not they are achieved. It is understood that many of the tangible results, tasks, and activities identified here depend on the cooperation of local counterparts, World Bank representatives and consultants, and others whose actions are outside the control of the Contractor and USAID. In the event that one or more tangible results are not achieved, or tasks or activities cannot be undertaken, or the Contractor at any time realizes that they are not achievable or cannot be undertaken, the Contractor will immediately advise USAID to that effect in writing, and will provide a complete explanation of the relevant circumstances. USAID will make its best effort to assist the Contractor in receiving the support that is required from counterparts and others for it to achieve tangible results and undertake the tasks and activities described herein. If the needed support is not received, the Contracting officer and the Contractor may agree on suitable replacement tangible results, tasks, or activities which are achievable in the light of the support available, and which are in keeping with the intent of this Activity.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7009	MARKING	JAN 1993

[END OF SECTION D]



SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at Croatia or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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<http://www.arnet.gov/far>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

### F.2 DELIVERY SCHEDULE

The deliverables under this contract are considered to be the achievement of the results and targets included in Section C, and submittal of reports as described herein.

### F.3 PERIOD OF PERFORMANCE

The period of performance is from the effective date of the contract through three years thereafter.

### F.4 REPORTS

In addition to the requirements set forth for submission of reports in Sections I (Contract Clauses) and J (Attachments), and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit five (5) copies of the following reports to USAID. Reports shall be in English. Four (4) copies of each report shall be sent to the CTO specified in Section G and one (1) copy of each shall be sent to the Contracting Officer listed in Section G.

#### a. Monthly Progress Reports

The Contractor shall submit Monthly Progress Reports to the CTO and Contracting Officer not later than the tenth working day following the end of the month. The reports shall, as a minimum requirement, include the following:

(1) An executive summary of current activities. The summary shall include the status of: preliminary project assessments, cash flow, variation orders, important decisions, approvals issued, major meetings, and other significant activities pertinent to the program.

(2) Presentation of problem areas, current or foreseen, together with recommendations for resolving these problems and attendant schedules for their resolution. Problems requiring USAID intervention should be highlighted.

(3) Anticipated activities for the following month.

(4) Presentation of progress accomplished versus progress scheduled in curve or chart form. In addition, summary Contractor and subcontractor schedule updates are to be included. When appropriate, a discussion is to be included for any significant potential or actual slippage in schedule and the steps being taken to avoid or make recovery.

(5) The reports shall be supported, as required, by statistical tables, charts, financial information, or other information that will contribute to a concise, yet comprehensive report.

b. Quarterly Progress Reports

The Contractor shall submit Quarterly Progress Reports to the CTO and Contracting Officer not later than fifteen (15) days following the end of the reporting period. Quarterly Progress Reports shall be similar in format to the Monthly Progress Reports, but shall not be in as great detail. The reports shall, as a minimum requirement, include the following:

(1) The reports shall summarize the Contractor's activities and give highlights of the major elements of the project. Coverage should be focused on accomplishments, costs, schedules, and major problems.

(2) A status report on the Contractor's staff including local hire staff. This report shall include arrival and departure dates of U.S. personnel and third party nationals; employment and termination dates of local staff; and a man-month summary indicating to-date, projected, and contract man-months per major task for U.S., third country nationals, and local staff. The section of the report dealing with Contractor staff shall include a comparison of the initial Contractor breakdown of tasks on a person month basis (scheduled) with the actual accruals.

(3) Assessment of progress made on each of the tasks and benchmarks.

c. Monthly Financial Summaries

The Contractor shall submit monthly financial summaries for their contract and each subcontract/subgrants showing cost to-date, budget estimate, advances, contractual obligation, variation orders, anticipated variation orders and estimated cost to complete. The Monthly Financial Summaries shall be submitted to the CTO and Contracting Officer not later than the tenth working day following the end of the month.

d. Technical Reports

(1) Within 30 days following the starting date of the activity, the Contractor will prepare a work plan and timetable for identifying and describing the steps to be undertaken to implement each task. The work plan and timetable should also identify the personnel responsible for carrying out each task. The Contractor shall submit the plan for USAID's approval.

(2) Within 30 days of the end of the contract, a detailed completion report evaluating the impact of the project in terms of its aims and anticipated results.

(3) Other Reports: The Contractor shall prepare all other reports as required in Section C.

#### F.5 KEY PERSONNEL

The key personnel identified below are considered essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance at the level-of-effort and for the term required. Failure to provide key personnel designated below may be considered nonperformance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor shall immediately notify the Contracting Officer and the COTR of any Key Personnel's departure and the reasons therefor. The Contractor shall take steps to immediately rectify this situation and shall propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer whether provided in advance or by ratification.

Project Manager plus at least three more key personnel to be identified by the offeror.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES  
AND AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/RSC/RCO Budapest  
Department of State (USAID)  
5270 Budapest Place  
Washington, DC 20521-5270

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is the USAID/ Croatia, Senior Economic Advisor.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

a. Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

b. The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

c. The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

d. In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

e. Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said

authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

f. Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

a. The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

b. During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

G.6 PAYING OFFICE

The paying office for this contract is:

USAID/RSC/RFMO Budapest  
Department of State  
5270 Budapest Place  
Washington, DC 20521-5270

G.7 ACCOUNTING AND APPROPRIATION DATA

To be determined.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION  
REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

H.3 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.4 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR  
INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT (IF  
APPLICABLE).

The Contractor's subcontracting plan dated \_\_\_\_\_ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business Utilization  
RRB 7.08-110  
1300 Pennsylvania Avenue NW  
Washington, D.C. 20523

H.5. The Contractor will not grant interviews to the foreign or local press, make press releases, hold news conferences, or engage in any other form of communication with the news media regarding the activities under this Activity, beyond those contemplated in the approved public education plan, without the express approval of the Mission.

[END OF SECTION H]



PART II - CONTRACT CLAUSES  
SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS Alternate I (APR 1984)	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS Alternate III (JAN 1999)	JUN 1999
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT Alternate I (FEB 1997)	APR 1998
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-5	VERY SMALL BUSINESS SET-ASIDE Alternate I (MAR 1999)	MAR 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999

NUMBER	TITLE	DATE
52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	MAY 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	OCT 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 1995
52.222-6	DAVIS-BACON ACT (DEVIATION)	FEB 1995
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-16	APPROVAL OF WAGE RATES	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-24	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-36	PAYMENT BY THIRD PARTY	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995

NUMBER	TITLE	DATE
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.243-4	CHANGES	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-2	SUBCONTRACTS Alternate II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) Alternate I (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.202-1	USAID DEFINITIONS CLAUSE - GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS AND USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	JAN 1990  DEC 1986
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997

NUMBER	TITLE	DATE
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### I.4 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

#### I.5 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any

affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE  
DETERMINATION.

	Monetary
Employee class	Wage-Fringe Benefits
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I.7 52.228-3 WORKERS' COMPENSATION INSURANCE(DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

I.8 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL  
CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or



(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

#### I.9 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

#### I.10 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

#### I.11 752.245-70 GOVERNMENT PROPERTY -- USAID REPORTING REQUIREMENTS

The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY  
IN CONTRACTOR'S CUSTODY

(Name of Contractor)

As of (End of Contract Year), 19xx

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	Motor Vehicles	Furniture and furnishings-- Office Living quarters	Other non-expendable property
<hr/>			
A. Value of property as of last report.			
B. Transactions during this reporting period.			
1. Acquisitions (add):			
a. Purchased by contractor 1/			
b. Transferred from USAID 2/			
c. Transferred from others-- Without reim- bursement 3/			
2. Disposals (deduct):			
a. Returned to USAID			
b. Transferred to USAID-Contractor Purchased			
c. Transferred to other Government agencies 3/			
d. Other disposals 3/			
C. Value of property as of reporting date.			
D. Estimated average age of contractor held property			

Years

Years

Years

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PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

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Authorized Signature.

I.12 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT  
EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1).

(b) Submission requirements.

(1) Distribution.

(i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) above and any reports referenced in paragraph (a)(1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) above.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

I.13 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the Contracting Officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

[END OF SECTION I]



PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS

- 1 USAID Geographic Codes
- 2 USAID FOR 1420-17 - Contractor Employee  
Biographical Data Sheet
- 3 SF LLL - Disclosure of Lobbying Activities
- 4 Model Small Business/Small Disadvantaged  
Subcontracting Plan
- 5 SF 294 - Subcontracting Report for  
Individual Contracts
- 6 AID 1420-65 - A.I.D. Contractor Employee  
Physical Examination Form

ATTACHMENT 1  
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2  
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

Is not included as an attachment on the electronic version of the RFP.  
Copies of the form can be found on the Internet at:

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

ATTACHMENT 3  
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Is not included as an attachment on the electronic version of the RFP.  
Copies of the form can be found on the Internet at:

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

ATTACHMENT 4  
MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship (entered into a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract

1. Type of Plan (Check One)

\_\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

\_\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors as specified in FAR 52.219-9 and FAR 19.704(a)(1).

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$\_\_\_\_\_.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns:  
\$\_\_\_\_\_ and \_\_\_\_\_%\*
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns:  
\$\_\_\_\_\_ and \_\_\_\_\_%\*
- D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns:  
\$\_\_\_\_\_ and \_\_\_\_\_%\*
- ( \*Expressed as a percentage of "A" )
- E. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (W-OSB).

(check all that apply)

Subcontracted Product/Service	LB	SB	SDB	W-OSB
_____				
_____				
_____				
_____				

(Attach additional sheets if necessary.)

- F. A description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined, and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined -- include any source lists used in the determination process).

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G. Indirect costs have been \_\_\_\_\_ have not been \_\_\_\_\_  
included in the dollar and percentage subcontracting goals  
stated above. (check one)

H. If indirect costs have been included, explain the method  
used to determine the proportionate share of such costs to  
be allocated as subcontracts to small business, small  
disadvantaged business, and women-owned small business  
concerns.

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3. Program Administrator

Name, title, position within the corporate structure, and  
duties and responsibilities of the employee who will administer the  
contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Duties: Has general overall responsibility for the  
contractor's subcontracting program; i.e., developing, preparing, and  
executing individual subcontracting plans and monitoring performance relative  
to the requirements of this particular plan. These duties include, but are  
not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives  
that demonstrate the company's support for awarding contracts and  
subcontracts to small, small disadvantaged, and women-owned small business  
concerns; assuring that small, small disadvantaged, and women-owned small

businesses are included on the source lists for solicitations for products and services for which they are capable of providing;

B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;

E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;

H. Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;

K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade association;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs; and
4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
5. Placing newspaper and magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small, small disadvantaged, and women-owned small businesses source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the Subcontracting Plan.

C. Additional efforts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000

(\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704 (a) (4).

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts, "and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

Reporting Period	Report Due	Due
Oct 1 - Mar 31	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

ADDRESSES

(a) SF 294 and

(b) SF 295 to be submitted to:

Director  
Office of Small and Disadvantaged Business  
Utilization/Minority Resource Center  
U.S. Agency for International Development  
Washington, DC 20523-1414

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division- wide commercial products plans.)

G. Additional records: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This subcontracting plan was submitted by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Prepared: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

ATTACHMENT 5  
SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS

Is not included as an attachment on the electronic version of the RFP.  
Copies of the form can be found on the Internet at:

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

ATTACHMENT 6  
AID 1420 - 65 AID CONTRACTOR EMPLOYEE PHYSICAL  
EXAMINATION FORM

Is not included as an attachment on the electronic version of the RFP.  
Copies of the form can be found on the Internet at:

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS  
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN:\_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them or: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(B) of this provision.



(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE  
JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE  
MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION  
MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION  
1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 1623.

(2) The small business size standard is \$17.0 million average annual receipts for an offeror's last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months (check this column if size standard in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth

of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

- (C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐ , is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/\_\_\_/ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal  
Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/\_\_\_/ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal  
Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/\_\_\_/ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if

such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/\_\_\_/ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/\_\_\_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

/\_\_\_/ YES

/\_\_\_/ NO

K.11 752.226-1 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

The offeror/contractor shall submit a representation in the following form to the contracting officer:

(a) Representation. The offeror represents that:

(1) It [ ] is, [ ] is not a small disadvantaged business.

(2) It [ ] is, [ ] is not an historically black college or university, as designated by the Secretary of Education pursuant to 34 CFR 608.2.

(3) It [ ] is, [ ] is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.

(4) It [ ] is, [ ] is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.

(b) Definitions.

(1) "Asian Pacific Americans," as used in this provision means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

(2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(3) "Native Americans," as used in this provision means American Indians, Eskimos, Aleuts, and native Hawaiians.

(4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(5) "Small business concern," as used in this provision, means a U.S. concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.

(6) "Small disadvantaged business," as used in this provision, means a small business concern that:



(i) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals.

(7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and women.

#### K.12 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

#### K.13 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

#### K.14 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

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K.15 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_  
Offer/Proposal No. \_\_\_\_\_  
Date of Offer \_\_\_\_\_  
Name of Offeror \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 1999)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations. "Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the

Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

#### L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

## L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Andrew Holland  
Contracting Officer, RCO Budapest  
Department of State (USAID)  
5270 Budapest Place  
Washington DC 20521-5270

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror shall submit one original and 4 copies of a technical proposal and one original and 4 copies of a cost proposal. The Technical Proposal and Cost Proposal must be kept separate from each other.

(b) Submission of Alternate Proposals: All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation: The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

(d) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter shall prevail.

(e) Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S. C. 1001.

(f) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

(g) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.406. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.



L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal submitted in response to this solicitation should demonstrate offeror's capability, qualifications and experience and should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal shall be organized by the technical evaluation criteria listed in Section M.

(b) The proposal should at a minimum provide:

**Technical Approach and Implementation / Management Plan**

The technical proposal shall provide a full description of the proposed approach and the resources needed to accomplish the program objectives.

The Offeror shall submit a proposed Implementation and Activity Management plan that: 1) demonstrates the Offeror's understanding of the main challenges and opportunities of this work; and 2) describes the approach the Offeror will take to achieving the results identified under each of the activities contained in the statement of work. To the extent relevant and described in the scope of work, the Offeror must address gender, age and other considerations in their approach.

For each section, the Offeror must include: 1) an identification of major outputs and deliverables to be produced under the contract; 2) a Milestone Plan for achieving each of the major outputs for the thirty-six month contract period; and 3) proposed performance indicators to measure program impact.

The Offeror's plan should demonstrate a sound understanding of the anticipated results and the Croatian operating environment. The Offeror shall also discuss the following:

how the proposed assistance will be implemented and sequenced,

how coordination with key stakeholders will be achieved,

how performance targets will be monitored,

management staffing plan showing key management positions and their detailed management responsibilities (including any home office management functions),

techniques for the prime and any subcontracting firms to work together to provide a unified team effort, and

how the field and home office personnel will interrelate and communicate to USAID's cognizant technical office.

Along with the Proposal for this Project, the Contractor shall prepare a detailed Milestone Chart/Implementation Schedule for tasks 1-3, covering the entire term of this Contract.

Also along with the Proposal for the Project, the Contractor shall submit a detailed plan for training, workshops, seminars, and public education efforts which it will undertake as part of Task 3.

#### **Personnel Capabilities, Experience and Qualifications**

The contractor shall propose a mix of resident advisors and short-term technical experts to cover the full range of objectives and activities. The Chief of Party is considered to be a critical factor in the success of this activity. Experience with the privatization environment in Eastern and Central Europe is strongly preferred.

The Contractor shall provide a summary resume (2-3 pages) for each resident advisor and for ten of the proposed short term personnel shall be included in the proposal as an attachment. Bio-datas and commitment letters should be included as an annex or attachment to the technical proposal.

#### **Organization Capability, Experience and Past Performance**

Past performance information for at least five projects which best illustrate current qualifications relevant to this project, including:

- 1) project name and location;
- 2) nature of firm's responsibility;
- 3) nature of the project (summary description)
- 4) project owner's name and address;
- 5) completion date (actual or estimated);
- 6) estimated cost of the entire project; and  
estimated cost of work for which firm was/is responsible

All appropriate names, addresses, telephone numbers and email addresses shall be provided.

(c) ESTIMATED LEVEL OF EFFORT: Offerors are to propose their own mix of expatriate and local skills to meet the requirements of their proposed technical approach to the tasks at hand. Key personnel proposed should include a Project Manager Position and at least three other positions to be identified by the Offeror.

(d) Information or description of the offeror's resources (including personnel resources, computer applications and management systems) supporting the offeror's qualifications for the project.

#### **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

(a) Each offeror shall provide a proposal in accordance with Section L.9 herein. Supporting information should be provided in sufficient detail to allow a complete analysis for cost reasonableness

and realism. This is to include a complete breakdown of the cost elements associated with any proposed subcontract.

(b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(f) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(g) A copy of the offeror's travel policies in effect at the time the offer is submitted.

L.8 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been

sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

[END OF SECTION L]

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein. The award selection will be made on a best value (technical-cost tradeoff) basis, where the technical factors will be significantly more important than cost.

(1) The U.S. Government intends to make a contract award to one responsive, responsible offeror whose proposal is the most advantageous to the government, price and other factors considered. The Government may evaluate proposals and award a contract without discussions with offerors (other than communication for purposes of minor clarification). Therefore, each offeror's initial proposal should contain the offeror's best terms for both technical and cost.

(2) The Agency for International Development shall evaluate proposals received in response to this solicitation in accordance with the Federal Acquisition Regulations and the Agency for International Development Acquisition Regulations. A technical evaluation panel shall evaluate each technical proposal quantitatively based upon the technical evaluation factors and maximum points set forth below. A technical proposal can be categorized as unacceptable when it has many deficiencies or gross omissions or both which: 1) Demonstrates a failure to understand much of the scope of work necessary to perform the required tasks; 2) fails to provide a reasonable, logical approach to fulfilling much of the government's requirements; or 3) fails to meet the personnel requirements. A finding of unacceptable in one technical evaluation factor may result in the entire technical proposal being found to be unacceptable.

(3) Prospective offerors are forewarned that a proposal with the lowest estimated cost may not be selected if award to a higher priced proposal affords the Government a greater overall benefit. Proposals will be rated and ranked on the evaluation factors set forth below. Estimated cost and price shall receive substantially less consideration than overall technical ability, however, estimated cost is an important factor.

(4) The estimated price to the Government increases in importance as competing proposals approach equivalence in technical merit and may become the deciding factor where technical proposals are approximately equivalent in merit.

(5) Cost estimated will be analyzed as part of the proposal evaluation process. Proposed costs may be adjusted, for the purposes of evaluation, based on the results of the cost analysis and its assessment of reasonableness, completeness, and credibility.

(6) Assessment of past performance will focus on the contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; the contractor's adherence to contract schedules, including administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the business-like concern for the interest of the

customer; and the competency of key personnel who worked on the contract. Firms lacking relevant past performance history shall be given a neutral past performance rating.

(7) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

#### A. TECHNICAL CRITERIA

The following evaluation factors in order of importance will be considered in evaluating the proposals received:

1. Technical Approach and Implementation / Management Plan (50 points).
  - (a) Offeror's approach for implementing the Statement of Work, including but not limited to demonstrating a clear understanding of the work to be undertaken, responsibilities of all parties involved and soundness of approach.
  - (b) Extent to which the proposed plan, outputs, deliverables, and performance indicators represent an ambitious, but feasible, approach leading to the achievement of the identified results.
2. Personnel Capabilities, Experience and Qualifications (25 points).
  - (a) Technical qualifications, professional competence, demonstrated experience and familiarity of proposed key personnel
  - (b) Academic credentials of proposed key personnel;
  - (c) Demonstrated experience, competency and academic background of other personnel in undertaking activities required under the SOW.
3. Organization Capability, Experience and Past Performance (25 points).
  - (a) Evaluation of the offeror's past performance on projects of a nature similar to the work described in the Statement of Work, including:
    - . Quality of services;
    - . Timeliness of performance;
    - . Cost control;
    - . Customer satisfaction.

. Evaluation Data Forms which include Government CTO comments on performance.

(b) Experience and capability of the offeror with the type of services required, including corporate experience in providing similar services. The firm's capability and capacity to perform the work, including the offeror's resources, relevant staff disciplines, and the offerors overall project experience.

## M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of all of the most highly rated offerors, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2).

(b) In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.

## M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[END OF SECTION M]